

**General Services Administration  
Federal Supply Service  
Information Technology Schedule  
(Information Technology Services)**

**Authorized ADP Schedule Pricelist  
FSC Group 70**

The Following Special Item Numbers (SINs) included:

**Special Line Item No. 132-32,  
Term Software Licenses**

**Special Line Item No. 132-34  
Maintenance of Software**

**Special Item No. 132-51  
Information Technology Professional Services**

**Contract Number: GS-35F-0468N  
Period Covered by Contract:  
03/31/03 – 03/30/08**



16843 Harbour Town Drive  
Silver Spring, MD 20905  
Phone: (301) 476-9190  
Fax: (301) 476-9195

[www.myriadsolutionsinc.com](http://www.myriadsolutionsinc.com)

**General Services Administration  
Federal Supply Service**

Products and ordering information in this authorized ADP schedule Price List are also available on the GSA Advantage! System. Agencies can browse GSA Advantage! By accessing GSA's Home Page via internet at [www.gsa.gov](http://www.gsa.gov)

GENERAL SERVICES ADMINISTRATION  
FEDERAL SUPPLY SERVICE  
AUTHORIZED FEDERAL SUPPLY SCHEDULE PRICE LIST  
INFORMATION TECHNOLOGY (IT) SERVICES

Special Item No. 132-51

Information Technology Professional Services

**Myriad Solutions, Inc.**  
**16843 Harbour Town Drive**  
**Silver Spring, MD 20906**  
**Phone: (301) 476-9190**  
**Fax: (301) 476-9195**

**Internet Address** www.myriadinc.net

**Business Size:** Small Disadvantaged Business

**Contract Number:** GS-35F-0468N

**Period Covered by Contract:** 03/31/03 – 03/30/08

General Services Administration  
Federal Supply Service

On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order are available through GSA Advantage!™ a menu driven database system. The Internet address for GSA Advantage!™ is <http://www.fss.gsa.gov>.

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## INFORMATION FOR ORDERING OFFICES

<b>Metropolitan Washington, DC Area 301-476-9190</b>	<b>Fax: 301-476-9195</b>	
<b>Internet E-mail Address: <a href="mailto:javed@myriadinc.net">javed@myriadinc.net</a></b>		

### SPECIAL NOTICE TO AGENCIES:

#### Small Business Participation

SBA strongly supports the participation of small business concerns in the Federal Supply Schedules Program. To enhance Small Business participation, SBA policy allows agencies to include in their procurement base and goals, the dollar value of orders expected to be placed against the Federal Supply Schedules, and to report accomplishments against these goals.

For orders exceeding the micropurchase threshold, FAR 8.404 requires agencies to consider the catalogs/pricelists of at least three schedule contractors or consider reasonably available information by using the GSA *Advantage!*<sup>TM</sup> on-line shopping service ([www.fss.gsa.gov](http://www.fss.gsa.gov)). The catalogs/pricelists, GSA *Advantage!*<sup>TM</sup> and the Federal Supply Service Home Page ([www.fss.gsa.gov](http://www.fss.gsa.gov)) contain information on a broad array of products and services offered by small business concerns.

This information should be used as a tool to assist ordering activities in meeting or exceeding established small business goals. It should also be used as a tool to assist in including small, small disadvantaged, and women-owned small businesses among those considered when selecting pricelists for a best value determination.

For orders exceeding the micropurchase threshold, customers are to give preference to small business concerns when two or more items at the same delivered price will satisfy their requirement.

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### 1. GEOGRAPHIC SCOPE OF CONTRACT

Products and services will be for delivery within the 48 contiguous states, Alaska, Hawaii, the District of Columbia, and the Commonwealth of Puerto Rico. Services provided outside the continental United States shall be provided on an as-needed basis to include any additional expense, such as travel and living expenses.

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### 2. MYRIAD SOLUTIONS' ORDERING ADDRESS AND PAYMENT INFORMATION

Contractors may be required to accept the Government purchase card for payments equal to or less than the micro-purchase threshold for oral or written delivery orders. Government purchase cards may be acceptable for payment above the micro-purchase threshold. In addition, bank account information for wire transfer payments will be shown on the invoice.

- For orders by facsimile transmission, the point of contact is:  
Javed Matin, CEO  
Primary Facsimile Number: (301) 476-9195
- For mailed orders, the address is:  
MYRIAD SOLUTIONS INC.  
Attention: Javed Matin  
16843 Harbour Town Drive  
Silver Spring, MD 20905
- Remittance Address: (bank account information for wire transfer payments will be shown on each MYRIAD SOLUTIONS invoice)  
MYRIAD SOLUTIONS INC.  
Attention: Javed Matin  
16843 Harbour Town Drive  
Silver Spring, MD 20905
- Below are the telephone numbers that can be used by ordering agencies to obtain technical and/or ordering assistance:  
In the Metropolitan Washington, DC area: (301) 476-9190

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### **3. LIABILITY FOR INJURY OR DAMAGE**

The Contractor shall not be liable for any injury to Government personnel or damage to Government property arising from the use of equipment maintained by the Contractor, unless such injury or damage is due to the fault or negligence of the Contractor.

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### **4. STATISTICAL DATA FOR GOVERNMENT ORDERING OFFICE COMPLETION OF STANDARD FORM 279**

Block 9: G. Order/Modification Under Federal Schedule  
Block 16: Data Universal Numbering System (DUNS) Number: 07-488-7915  
Block 30: Type of Contractor: Small Business  
Block 31: Woman-Owned Small Business - NO  
Block 36: Contractor's Taxpayer Identification Number (TIN) - 52-2179783

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#### **4a. CAGE CODE: 1PZ61**

#### **4b. CENTRAL CONTRACTOR REGISTRATION**

Contractor has registered with the central contractor registration database.

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## 5. FOB DESTINATION

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## 6. DELIVERY SCHEDULE

- a. Time of Delivery: The Contractor shall deliver to destination within the number of calendar days after receipt of order (ARO), as set forth below:

SPECIAL ITEM NO. (SIN)	DESCRIPTION	DELIVERY TIME (ARO)
132-32	Term Software Licenses	30 Days
132-34	Maintenance	30 Days
132-51	Information Technology Professional Services	30 Days

- b. Urgent Requirements: When the Federal Supply Schedule contract delivery period does not meet the bona fide urgent delivery requirements of an ordering agency, agencies are encouraged if time permits, to contact the Contractor for the purpose of obtaining accelerated delivery. The Contractor shall reply to the inquiry within 3 workdays after receipt. (Telephonic replies shall be confirmed by the Contractor in writing.) If the Contractor offers an accelerated delivery time acceptable to the ordering agency, any order(s) placed pursuant to the agreed upon accelerated delivery time frame shall be delivered within this shorter delivery time and in accordance with all other terms and conditions of the contract.

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## 7. DISCOUNTS

Prices shown are NET Prices; Basic Discounts have been deducted.

- a. Prompt Payment: Yes
- b. Quantity: None
- c. Dollar Volume: MYRIAD SOLUTIONS, INC. reserves the right to offer additional discounts in instance where the value of the order exceeds \$500,000 or when further discounts represent a good business decision.
- d. Government Educational Institutions: Government Educational Institutions are offered the same discounts as all other Government clients.
- e. Other - None

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## 8. TRADE AGREEMENTS ACTS OF 1979, AS AMENDED

All items are U.S. made end products, designated country end products, Caribbean Basin country end products, Canadian end products, or Mexican end products as defined in the Trade Agreements Act of 1979, as amended.

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## 9. STATEMENT CONCERNING AVAILABILITY OF EXPORT PACKING

Not applicable under the scope of this contract.

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## 10. SMALL REQUIREMENTS

The minimum order to be issued under this contract for all skill level CLINs shall be for a minimum period of performance of 80 consecutive hours for each support service engagement.

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## 11. MAXIMUM ORDER

The maximum order value for the following Special Item Numbers (SINs) is \$500,000

Special Item No. 132-32 Term Software Licenses

Special Item No. 132-34 Maintenance of Software

Special Item No. 132-51 Professional IT Services

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## 12. USE OF FEDERAL SUPPLY SERVICE INFORMATION TECHNOLOGY SCHEDULE CONTRACTS, IN ACCORDANCE WITH FAR 8.404

[**Note:** Special ordering procedures have been established for Special Item Numbers (SINS) 132—32 Term Software Licenses; 132-51 IT Professional Services; refer to the terms and conditions for those SINS.]

Orders placed pursuant to a Multiple Award Schedule (MAS), using the procedures in FAR 8.404, are considered to be issued pursuant to full and open competition. Therefore, when placing orders under Federal Supply Schedules, ordering offices need not seek further competition, synopsise the requirement, make a separate determination of fair and reasonable pricing, or consider small business set-asides in accordance with subpart 19.5. GSA has already determined the prices of items under schedule contracts to be fair and reasonable. By placing an order against a schedule using the procedures outlined below, the ordering office has concluded that the order represents the best value and results in the lowest overall cost alternative (considering price, special features, administrative costs, etc.) to meet the Government's needs.

- a. **Orders placed at or below the micro-purchase threshold.** Ordering offices can place orders at or below the micro-purchase threshold with any Federal Supply Schedule Contractor.
- b. **Orders exceeding the micro-purchase threshold but not exceeding the maximum order threshold.** Orders should be placed with the Schedule Contractor that can provide the supply or an order about the supply or service offered under MAS contracts by using the "GSA *Advantage!*" on-line shopping service, or by reviewing the catalogs/pricelists of at least three Schedule Contractors and selecting the delivery and other options available

under the schedule that meets the agency's needs. In selecting the supply or service representing the best value, the ordering office may consider--

- (1) Special features of the supply or service that are required in effective program performance and that are not provided by a comparable supply or service;
- (2) Trade-in considerations;
- (3) Probable life of the item selected as compared with that of a comparable item;
- (4) Warranty considerations;
- (5) Maintenance availability;
- (6) Past performance; and
- (7) Environmental and energy efficiency considerations.

c. **Orders exceeding the maximum order threshold.** Each schedule contract has an established maximum order threshold. This threshold represents the point where it is advantageous for the ordering office to seek a price reduction. In addition to following the procedures in paragraph b, above, and before placing an order that exceeds the maximum order threshold, ordering offices shall--

- (1) Review additional Schedule Contractors' catalogs/pricelists or use the "GSA Advantage.®" on-line shopping service;
- (2) Based upon the initial evaluation, generally seek price reductions from the Schedule Contractor(s) appearing to provide the best value (considering price and other factors); and
- (3) After price reductions have been sought, place the order with the Schedule Contractor that provides the best value and results in the lowest overall cost alternative. If further price reductions are not offered, an order may still be placed, if the ordering office determines that it is appropriate.

**Note:** For orders exceeding the maximum order threshold, the Contractor may:

- (1) Offer a new lower price for this requirement (the Price Reductions clause is not applicable to orders placed over the maximum order in FAR 52.216-19 Order Limitations);
- (2) Offer the lowest price available under the contract; or
- (3) Decline the order (orders must be returned in accordance with FAR 52.216-19).

d. **Blanket Purchase Agreements (BPAs).** The establishment of Federal Supply Schedule BPAs is permitted when following the ordering procedures in FAR 8.404. All schedule contracts contain BPA provisions. Ordering offices may use BPAs to establish accounts with Contractors to fill recurring requirements. BPAs should address the frequency of ordering and invoicing, discounts, and delivery locations and times.

- e. **Price Reductions.** In addition to the circumstances outlined in paragraph c, above, there may be instances when ordering offices will find it advantageous to request a price reduction. For example, when the ordering office finds a schedule supply or service elsewhere at a lower price or when a BPA is being established to fill recurring requirements, requesting a price reduction could be advantageous. The potential volume of orders under these agreements, regardless of the size of the individual order, may offer the ordering office the opportunity to secure greater discounts. Schedule Contractors are not required to pass on to all schedule users a price reduction extended only to an individual agency for a specific order.
- f. **Small Business.** For orders exceeding the micro-purchase threshold, ordering offices should give preference to the items of small business concerns when two or more items at the same delivered price will satisfy the requirement.
- g. **Documentation.** Orders should be documented, at a minimum, by identifying the Contractor the item was purchased from, the item purchased, and the amount paid. If an agency requirement in excess of the micro-purchase threshold is defined so as to require a particular brand name, product, or feature of a product peculiar to one manufacturer, thereby precluding consideration of a product manufactured by another company, the ordering office shall include an explanation in the file as to why the particular brand name, product, or feature is essential to satisfy the agency's needs.

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### 13. **FEDERAL INFORMATION TECHNOLOGY/TELECOMMUNICATION STANDARDS REQUIREMENTS**

Federal departments and agencies acquiring products from this Schedule must comply with the provisions of the Federal Standards Program, as appropriate (reference: NIST Federal Standards Index). Inquiries to determine whether or not specific products listed herein comply with Federal Information

Processing Standards (FIPS) or Federal Telecommunication Standards (FED-STDS), which are cited by ordering offices, shall be responded to promptly by the Contractor.

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### 14. **SECURITY REQUIREMENTS**

In the event security requirements are necessary, the ordering activities may incorporate, in their delivery orders, a security clause in accordance with current laws, regulations, and individual agency policy; however, the burden of administering the security requirements shall be with the ordering agency. If any costs are incurred as a result of the inclusion of security requirements, such costs will not exceed ten percent (10%) or \$100,000, of the total dollar value of the order, whichever is lessor.

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## 15. **CONTRACT ADMINISTRATION FOR ORDERING OFFICES**

Any ordering office, with respect to any one or more delivery orders placed by it under this contract, may exercise the same rights of termination as might the GSA Contracting Officer under provisions of FAR 52.212-4, paragraphs (1) Termination for the Government's convenience, and (m) Termination for Cause (See C.1.)

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## 16. **GSA *Advantage!***

*GSA Advantage!* is an on-line, interactive electronic information and ordering system that provides on-line access to vendors' schedule prices with ordering information. *GSA Advantage!* will allow the user to perform various searches across all contracts including, but not limited to:

- (1) Manufacturer;
- (2) Manufacturer's Part Number; and
- (3) Product categories.

Agencies can browse *GSA Advantage!* by accessing the Internet World Wide Web utilizing a browser (ex.: Netscape). The Internet address is <http://www.fss.gsa.gov/>.

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## 17. **PURCHASE OF INCIDENTAL, NON-SCHEDULE ITEMS**

For administrative convenience, open market (non-contract) items may be added to a Federal Supply Schedule Blanket Purchase Agreement (BPA) or an individual order, provided that the items are clearly labeled as such on the order, all applicable regulations have been followed, and price reasonableness has been determined by the ordering activity for the open market (non-contract) items.

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## 18. **CONTRACTOR COMMITMENTS, WARRANTIES AND REPRESENTATIONS**

- a. For the purpose of this contract, commitments, warranties and representations include, in addition to those agreed for the entire schedule contract:
  - (1) Time of delivery/installation quotations for individual orders;
  - (2) Technical representations and/or warranties of products concerning performance, total system performance and/or configuration, physical, design and/or functional characteristics and capabilities of a product/equipment/ service/software package submitted in response to requirements which result in orders under this schedule contract.
  - (3) Any representations and/or warranties concerning the products made in any literature, description, drawings and/or specifications furnished by the Contractor.
- b. The above is not intended to encompass items not currently covered by the GSA Schedule contract.

## **19. OVERSEAS ACTIVITIES**

The terms and conditions of this contract shall apply to all orders for installation, maintenance and repair of equipment in areas listed in the pricelist outside the 48 contiguous states and the District of Columbia, except as indicated below:

### **No Exceptions**

Upon request of the Contractor, the Government may provide the Contractor with logistics support, as available, in accordance with all applicable Government regulations. Such Government support will be provided on a reimbursable basis, and will only be provided to the Contractor's technical personnel whose services are exclusively required for the fulfillment of the terms and conditions of this contract.

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## **20. BLANKET PURCHASE AGREEMENTS (BPAs)**

Federal Acquisition Regulation (FAR) 13.201(a) defines Blanket Purchase Agreements (BPAs) as "...a simplified method of filling anticipated repetitive needs for supplies or services by establishing 'charge accounts' with qualified sources of supply." The use of Blanket Purchase Agreements under the Federal Supply Schedule Program is authorized in accordance with FAR 13.202(c)(3), which reads, in part, as follows:

"BPAs may be established with Federal Supply Schedule Contractors, if not inconsistent with the terms of the applicable schedule contract"

Federal Supply Schedule contracts contain BPA provisions to enable schedule users to maximize their administrative and purchasing savings. This feature permits schedule users to set up "accounts" with Schedule Contractors to fill recurring requirements. These accounts establish a period for the BPA and generally address issues such as the frequency of ordering and invoicing, authorized callers, discounts, delivery locations and times. Agencies may qualify for the best quantity/volume discounts available under the contract, based on the potential volume of business that may be generated through such an agreement, regardless of the size of the individual orders. In addition, agencies may be able to secure a discount higher than that available in the contract based on the aggregate volume of business possible under a BPA. Finally, Contractors may be open to a progressive type of discounting where the discount would increase once the sales accumulated under the BPA reach certain prescribed levels. Use of a BPA may be particularly useful with the new Maximum Order feature. See the Suggested Format, contained in this Schedule Pricelist, for customers to consider when using this purchasing tool.

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## **21. CONTRACTOR TEAM ARRANGEMENTS**

Federal Supply Schedule Contractors may use "Contractor Team Arrangements" (see FAR 9.6) to provide solutions when responding to a customer agency requirements. The policy and procedures outlined in this part will provide more flexibility and allow innovative acquisition methods when using the Federal Supply Schedules. See the additional information regarding Contractor Team Arrangements in this Schedule Price list.

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## **22. INSTALLATION, DEINSTALLATION, REINSTALLATION**

The Davis-Bacon Act (40 U.S.C. 276a-276a-7) provides that contracts in excess of \$2,000 to which the United States or the District of Columbia is a party for construction, alteration, or repair (including painting and decorating) of public buildings or public works with the United States, shall contain a clause that no laborer or mechanic employed directly upon the site of the work shall receive less than the prevailing wage rates as determined by the Secretary of Labor. The requirements of the Davis-Bacon Act do not apply if the construction work is incidental to the furnishing of supplies, equipment, or services. For example, the requirements do not apply to simple installation or alteration of a public building or public work that is incidental to furnishing supplies or equipment under a supply contract.

However, if the construction, alteration or repair is able to be segregated and exceeds \$2,000, then the requirements of the Davis-Bacon Act applies. The requisitioning activity issuing the task order against this contract will be responsible for proper administration and enforcement of the Federal labor standards covered by the Davis-Bacon Act.

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## **23. SECTION 508 COMPLIANCE**

The supplies and services in this contract are available in Electronic and Information Technology (EIT) at the following: <http://www.gsa-schedule.com>

## MYRIAD SOLUTIONS IT PRODUCT DESCRIPTIONS

**AllFusion™ ERwin® Data Modeler (formerly ERwin®)** is the industry-leading data modeling solution that enables users to easily create and maintain databases, data warehouses and enterprise data resource models. By simplifying database design and automating time-consuming tasks, this tool accelerates the creation of high-quality, high-performance transactional and data warehouse databases...

**AllFusion™ Process Modeler (formerly BPwin®)** is a powerful process modeling tool that helps organizations visualize, analyze and improve business processes. AllFusion Process Modeler increases the business value of IT solutions by allowing analysts and modelers to tie corporate initiatives and goals to business requirements and processes, information architecture and application designs

**AllFusion™ Data Model Validator (formerly ERwin® Examiner™)** is an essential tool for creating the highest quality data modeling solutions and enhancing modeler productivity. The built-in quality assurance and model validation features provide powerful model semantic checking and correction facilities to help developers ensure top-quality models

**AllFusion™ Model Manager (formerly ModelMart®)** is a full featured model management environment that enables modelers to manage, share and reuse models and their objects, and concurrently update the same model(s). It provides the scalability required to facilitate the individual modeler seeking personal quality and productivity improvements, as well as large modeling teams tasked with complex projects and enterprise-wide standardization and model reuse

**AllFusion™ Component Modeler (formerly Paradigm Plus®)** is a comprehensive, easy-to-use UML- and component-based modeling tool for designing, visualizing and maintaining modern, high quality business applications. Through extensive support for collaborative modeling and pattern-based component reuse, it can significantly increase development team productivity. AllFusion Component Modeler helps organizations deliver strategic multi-tier applications that can adapt to evolving business needs.

**Logic Way CAW** The Controlled Active Wordlist (CAW) helps the data administration team to set and maintain naming standards that will be used by Data Modelers and System Developers throughout the company. Based on Data Administration concepts, including mnemonic list, allows data administrators to homologate all terms that should be used in database systems, define rules, preventing similar attributes from different naming or spelling on both logical and physical models.

**Saphir for SAP R3, PEOPLESOFT, JD Edwards** provides a powerful window onto SAP R3, PEOPLESOFT and JD Edwards, making discovery and exploration of metadata easy technical and business users like. Saphir lets you navigate around the complex data structures of SAP R3, PEOPLESOFT and JD Edwards with its easy to use interface. Search tables and fields, navigate up and down relationship paths, or search by application module.

- **For Data Warehousing and Reporting:** Any data warehouse strategy depends on a detailed understanding of the source data structures. By providing a comprehensive **SAP R3**,

**PEOPLESOFT and JD Edwards** meta data intelligence picture, Saphir supports **SAP R3, PEOPLESOFT and JD Edwards** and third party tools based strategies. Ensuring that data movement and reporting functionality is accurately specified.

- **For Corporate Meta Data Management:** Saphir also provides data modellers with an effective means of understanding and integrating SAP R/3 meta data with corporate modelling and repository tools.
- **Data Models in the CASE Tool of your Choice:** Using the optional CASE tool interface, Saphir allows you to build fully detailed data models of R/3 data structures in leading modelling tools such as ERwin. The graphic ER diagramming and web publishing capabilities of such tools ensure that the SAP data structures are readily understood and can be communicated to both technical and business staff.

**Sterling Products** – **SpinIT** changes the way you create, access and maintain standards & procedures throughout your organization, by enabling access to them via the intranet.

Fully customizable, **SpinIT** offers:

- Simple, easy-to-use, navigation
- Flexible standards template
- Secure login with user permissions
- Search by keyword
- RDBMS backend

**SpinIT** allows any organization to post standards & procedures on the web – providing easy access by the groups who need to use them.

Whether you need to publish data modeling naming conventions, business requirements standards and documentation, coding and database standards – or any standards important to your business, **SpinIT** delivers them on the web.

**SpinIT** is currently available with a complete set of:

- Data Model Management Standards & Procedures
- AutoSys Best Practices

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## MYRIAD'S GSA SCHEDULE IT PRODUCT PRICE LIST

### SIN 132-32 TERM SOFTWARE LICENSE SIN 132-34 MAINTENANCE OF SOFTWARE

	SIN 132-32	SIN 132-34
	Purchase of	
Software	Rights License	Monthly Base Maintenance
<i>Allfusion Modeler</i>		
Base License Fee (for a licensing entity)	\$3,116.80	\$783.02
<i>Allfusion Validator</i>		
Base License Fee (for a licensing entity)	\$1,548.00	\$371.42
<i>Allfusion Business Modeler</i>		
Base License Fee (for a licensing entity)	\$2,091.20	\$501.76
<i>Allfusion Component Modeler (P+)</i>		
Base License Fee (for a licensing entity)	\$1,548.00	\$371.42
<i>Allfusion Manager Model</i>	\$9,432.00	
<i>Logic Way CAW</i>	\$540.00	
<i>Sapphire for SAP R3</i>	\$21,600.00	
<i>Sapphire for Peoplesoft</i>	\$21,600.00	
<i>Sapphire for JD Edwards</i>	\$21,600.00	
<i>Stirling Products</i>	20,000.00	

#### Notes:

- The technical environment to be supported for the software products will be identified in Myriad Solutions' technical proposal to the client agency. Standard maintenance support will be limited to the technical environment then supported by Myriad Solutions. If however, the Government requests Myriad Solutions to support the software in a non-standard technical environment, then this service will be available under technical support services, SIN 132-51.
- Purchase of the software base license fee entitles the customer to the following:
  - Initial Implementation Tasks:

These tasks are required to begin implementation of the system. Resources to complete Initial Implementation Tasks must be used within the first six (6) months after issuance of the order unless extended by mutual agreement between MYRIAD SOLUTIONS and the Customer.

Initial Installation: MYRIAD SOLUTIONS will install the software on the customer's network server and database server and will install the required component on one client machine. MYRIAD SOLUTIONS will perform an installation test to ensure that the software has been installed correctly.

Implementation Plan: MYRIAD SOLUTIONS will work with the agency to develop and deliver a detailed work plan for the implementation of the software. This work plan will detail the critical tasks required for successful implementation along with a schedule and identified responsibilities.

Acceptance Test Support: MYRIAD SOLUTIONS will work with the customer to help define a plan for the acceptance test. We will provide on-site, hands-on support of client acceptance testers. We will maintain a log of any identified exceptions and will meet with the customer to respond to questions and clarify issues.

3. License Fees are for MYRIAD SOLUTIONS supplied software and for the third party products identified in the Addendum only.
4. A licensing entity is defined as the entity who acquires the license for its own use and the use of its subsidiary organizations.
5. The monthly maintenance charges shown here are for Base Maintenance only.

In addition, MYRIAD SOLUTIONS reserves the right to offer and negotiate with the ordering entity terms, conditions, and prices which will constitute a site license for the licensing entity.

**TERMS AND CONDITIONS APPLICABLE TO  
TERM SOFTWARE LICENSES (SPECIAL ITEM NUMBER 132-  
32), AND MAINTENANCE (SPECIAL ITEM NUMBER 132-34) OF  
GENERAL PURPOSE COMMERCIAL INFORMATION  
TECHNOLOGY SOFTWARE**

1. INSPECTION/ACCEPTANCE

The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any software that has been tendered for acceptance. The Government may require repair or replacement of nonconforming software at no increase in contract price. The Government must exercise its post acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the software, unless the change is due to the defect in the software.

2. GUARANTEE/WARRANTY

a. Unless specified otherwise in this contract, the Contractor's standard commercial guarantee/warranty as stated in the contract's commercial pricelist will apply to this contract.

- Product returns are subject to Manufacturers Restrictions.
- Not all products are eligible for return.
- The Customer agrees to follow the Myriad Solutions Policy, and contact the Myriad Solutions office before attempting to return any product(s).
- Defective Software that has been opened is returnable within 30 days from the date of invoice for exchange for the same software title only, or as otherwise covered under an existing maintenance agreement.
- Un-opened Software may be returned for refund or exchange within 14 days from the date of invoice.
- Multiple Software Licenses can be returned for refund or exchange within 30 days from the date of invoice subject to Manufacturer Approval.
- Original shipping charges are not refunded on returned items.
- All signed Course Registration Forms (or Purchase Orders) must be received by Myriad Solutions not less than 5 working days prior to course commencement.
- Course bookings will **not** be confirmed unless signed Course Registration Form(s), Purchase Order(s), or full payment is/are received by Myriad Solutions not less than 5 working days prior to course commencement.
- Confirmation is subject to written notification by Myriad Solutions.
- Customers who cancel a booking providing 5 working days or less notice are liable to pay 50% of the course fees.
- Replacement participants are accepted. If a nominated attendee is unable to attend the course booking the customer can provide a replacement participant.

- Myriad Solutions reserves the right to cancel or postpone any course as deemed necessary by Myriad Solutions.
- Myriad Solutions reserves the right to vary scheduled course dates and fees.

b. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

c. **Limitation of Liability.** Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

### 3. TECHNICAL SERVICES

The Contractor, without additional charge to the Government, shall provide a hot line technical support number **866-351-3924** for the purpose of providing user assistance and guidance in the implementation of the software. The technical support number is available from 9 am EST to 6 pm EST.

### 4. SOFTWARE MAINTENANCE

a. Software maintenance service shall include the following:

The standard maintenance contract for our products assures that the customer receives all service packs and versions released during the specified period. Customers with a maintenance contract can also use our internet support services.

b. Invoices for maintenance service shall be submitted by the Contractor on a quarterly or monthly basis, after the completion of such period. Maintenance charges must be paid in arrears (31 U.S.C. 3324). **PROMPT PAYMENT DISCOUNT, IF APPLICABLE, SHALL BE SHOWN ON THE INVOICE.**

### 5. PERIODS OF TERM LICENSES (132-32) AND MAINTENANCE (132-34)

a. The Contractor shall honor orders for periods for the duration of the contract period or a lesser period of time.

b. Term licenses and/or maintenance may be discontinued by the Government on thirty (30) calendar days written notice to the Contractor.

c. **Annual Funding.** When annually appropriated funds are cited on an order for term licenses and/or maintenance, the period of the term licenses and/or maintenance shall automatically expire on September 30 of the contract period, or at the end of the contract period, whichever occurs first. Renewal of the term licenses and/or maintenance orders citing the new appropriation shall be required, if the term licenses and/or maintenance is to be continued during any remainder of the contract period.

d. **Cross-Year Funding Within Contract Period.** Where an ordering office's specific appropriation authority provides for funds in excess of a 12 month (fiscal year) period, the ordering office may place an order under this schedule contract for a period up to the expiration of the contract period, notwithstanding the intervening fiscal years.

e. Ordering offices should notify the Contractor in writing thirty (30) calendar days prior to the expiration of an order, if the term licenses and/or maintenance is to be terminated at that time. Orders for the continuation of term licenses and/or maintenance will be required if the term licenses and/or maintenance is to be continued during the subsequent period.

6. CONVERSION FROM TERM LICENSE TO PERPETUAL LICENSE

- a. The Government may convert term licenses to perpetual licenses for any or all software at any time following acceptance of software. At the request of the Government the Contractor shall furnish, within ten (10) calendar days, for each software product that is contemplated for conversion, the total amount of conversion credits which have accrued while the software was on a term license and the date of the last update or enhancement.
- b. Conversion credits which are provided shall, within the limits specified, continue to accrue from one contract period to the next, provided the software remains on a term license within the Government.
- c. The term license for each software product shall be discontinued on the day immediately preceding the effective date of conversion from a term license to a perpetual license.
- d. The price the Government shall pay will be the perpetual license price that prevailed at the time such software was initially ordered under a term license, or the perpetual license price prevailing at the time of conversion from a term license to a perpetual license, whichever is the less, minus an amount equal to 25 % of all term license payments during the period that the software was under a term license within the Government.

7. TERM LICENSE CESSATION

- a. After a software product has been on a continuous term license for a period of 36 \* months, a fully paid-up, non-exclusive, perpetual license for the software product shall automatically accrue to the Government. The period of continuous term license for automatic accrual of a fully paid-up perpetual license does not have to be achieved during a particular fiscal year; it is a written Contractor commitment which continues to be available for software that is initially ordered under this contract, until a fully paid-up perpetual license accrues to the Government. However, should the term license of the software be discontinued before the specified period of the continuous term license has been satisfied, the perpetual license accrual shall be forfeited.
- b. The Contractor agrees to provide updates and maintenance service for the software after a perpetual license has accrued, at the prices and terms of Special Item Number 132-34, if the licensee elects to order such services. Title to the software shall remain with the Contractor.

8. UTILIZATION LIMITATIONS - (132-32 AND 132-34)

- a. Software acquisition is limited to commercial computer software defined in FAR Part 2.101.
- b. When acquired by the Government, commercial computer software and related documentation so legend shall be subject to the following:
  - (1) Title to and ownership of the software and documentation shall remain with the Contractor, unless otherwise specified.
  - (2) Software licenses are by site and by agency. An agency is defined as a cabinet level or independent agency. The software may be used by any subdivision of the agency (service, bureau, division, command, etc.) that has access to the site the software is placed at, even if the subdivision did not participate in the acquisition of the software. Further, the software may be used on a sharing basis where multiple agencies have joint projects that can be satisfied by the use of the software placed at one agency's site. This would allow other agencies access to one agency's database. For Government public domain databases, user agencies and third parties may

use the computer program to enter, retrieve, analyze and present data. The user agency will take appropriate action by instruction, agreement, or otherwise, to protect the Contractor's proprietary property with any third parties that are permitted access to the computer programs and documentation in connection with the user agency's permitted use of the computer programs and documentation. For purposes of this section, all such permitted third parties shall be deemed agents of the user agency.

(3) Except as is provided in paragraph 8.b(2) above, the Government shall not provide or otherwise make available the software or documentation, or any portion thereof, in any form, to any third party without the prior written approval of the Contractor. Third parties do not include prime Contractors, subcontractors and agents of the government who have the Government's permission to use the licensed software and documentation at the facility, and who have agreed to use the licensed software and documentation only in accordance with these restrictions. This provision does not limit the right of the Government to use software, documentation, or information therein, which the Government may already have or obtains without restrictions.

(4) The Government shall have the right to use the computer software and documentation with the computer for which it is acquired at any other facility to which that computer may be transferred, or in cases of disaster recovery, the Government has the right to transfer the software to another site if the Government site for which it is acquired is deemed to be unsafe for Government personnel; to use the computer software and documentation with a backup computer when the primary computer is inoperative; to copy computer programs for safekeeping (archives) or backup purposes; to transfer a copy of the software to another site for purposes of benchmarking new hardware and/or software; and to modify the software and documentation or combine it with other software, provided that the unmodified portions shall remain subject to these restrictions.

(5) "Commercial Computer Software" may be marked with the Contractor's standard commercial restricted rights legend, but the schedule contract and schedule pricelist, including this clause, "Utilization Limitations" are the only governing terms and conditions, and shall take precedence and supersede any different or additional terms and conditions included in the standard commercial legend.

## 9. SOFTWARE CONVERSIONS - (132-32 AND 132-33)

Full monetary credit will be allowed to the Government when conversion from one version of the software to another is made as the result of a change in operating system, or from one computer system to another. Under a perpetual license (132-33), the purchase price of the new software shall be reduced by the amount that was paid to purchase the earlier version. Under a term license (132-32), conversion credits which accrued while the earlier version was under a term license shall carry forward and remain available as conversion credits which may be applied towards the perpetual license price of the new version.

## 10. DESCRIPTIONS AND EQUIPMENT COMPATIBILITY

The Contractor shall include, in the schedule pricelist, a complete description of each software product and a list of equipment on which the software can be used. Also, included shall be a brief, introductory explanation of the modules and documentation, which are offered.

## 11. RIGHT-TO-COPY PRICING

There is no discount pricing for Right-To-Copy Licenses.

## **TERMS AND CONDITIONS APPLICABLE TO INFORMATION TECHNOLOGY (IT) PROFESSIONAL SERVICES (SPECIAL ITEM NUMBER 132-51)**

### **1. Scope**

- a. The prices, terms and conditions stated under Special Item Number 132-51 Information Technology Professional Services apply exclusively to IT Services within the scope of this Information Technology Schedule. Foreign Military Sales (FMS) are included under the scope of this contract.
- b. The Contractor shall provide services at the Contractor's facility and/or at the Government location, as agreed to by the Contractor and the ordering office.

### **2. Ordering Procedures**

- a. Procedures for IT professional services priced on GSA schedule at hourly rates.
  - (1) FAR 8.402 contemplates that GSA may occasionally find it necessary to establish special ordering procedures for individual Federal Supply Schedules or for some Special Item Numbers (SINS) within a Schedule. GSA has established special ordering procedures for IT professional services (SIN 132-51) that are priced on schedule at hourly rates. These special ordering procedures which are outlined herein take precedence over the procedures in FAR 8.404.
  - (2) The GSA has determined that the rates for IT professional services contained in this pricelist are fair and reasonable. However, the ordering office using this contract is responsible for considering the level of effort and mix of labor proposed to perform a specific task being ordered and for making a determination that the total firm-fixed price or ceiling price is fair and reasonable.
  - (3) When ordering IT professional services ordering offices shall -
    - (i) Prepare a Request for Quotation:
      - (A) A performance-based statement of work that outlines, at a minimum, the work to be performed, location of work, period of performance, deliverable schedule, applicable standards, acceptance criteria, and any special requirements (i.e., security clearances, travel, special knowledge, etc.) should be prepared.
      - (B) A request for quotation should be prepared which includes the performance-based statement of work and requests the contractors submit either a firm-fixed price or a ceiling price to provide the services outlined in the statement of work. A firm-fixed price order shall be requested, unless the ordering office makes a determination that it is not possible at the time of placing the order to estimate accurately the extent or duration of the work or to anticipate cost with any reasonable degree of confidence. When such a determination is made, a labor hour or time-and-materials pro-

posals may be requested. The firm-fixed price shall be based on the hourly rates in the schedule contract and shall consider the mix of labor categories and level of effort required to perform the services described in the statement of work. The firm-fixed price of the order should also include any travel costs or other incidental costs related to performance of the services ordered, unless the order provides for reimbursement of travel costs at the rates provided in the Federal Travel or Joint Travel Regulations. A ceiling price must be established for labor hour and time and material orders.

- (C) The request for quotation may request the contractors, if necessary or appropriate, submit a project plan for performing the task and information on the contractor's experience and/or past performance performing similar tasks.
  - (D) The request for quotation shall notify the contractors what basis will be used for selecting the contractor to receive the order. The notice shall include the basis for determining whether the contractors are technically qualified and provide an explanation regarding the intended use of any experience and/or past performance information in determining technical acceptability of responses. If consideration will be limited to schedule contractors who are small business concerns as permitted by paragraph (ii)(A) below, the request for quotations shall notify the contractors that will be the case.
- (ii) Transmit the Request for Quotation to Contractors:
- (A) Based upon an initial evaluation of catalogs and pricelists, the ordering office should identify the contractors that appear to offer the best value (considering the scope of services offered, hourly rates and other factors such as contractors' locations, as appropriate). When buying IT professional services under SIN 132-51 ONLY, the ordering office, at its discretion, may limit consideration to those schedule contractors that are small business concerns. This limitation is not applicable when buying supplies and/or services under other SINs as well as SIN 132-51. The limitation may only be used when at least three (3) small businesses that appear to offer services that will meet the agency's needs are available, if the order is estimated to exceed the micro-purchase threshold.
  - (B) The request for quotation should be to three (3) contractors if the proposed order is estimated to exceed the micro-purchase threshold, but not to exceed the maximum order threshold. For proposed orders exceeding the-maximum order threshold, the request for quotation should be provided to additional contractors that offer services that will meet the agency's needs. Ordering offices should strive to minimize the contractors' costs associated with responding to requests for proposals for spe-

cific orders. Requests should be tailored to the minimum level necessary for adequate evaluation and selection for order placement.

- (iii) Evaluate proposals and select the contractor to receive the order:

After responses have been evaluated against the factors identified in the request for quotation, the order should be placed with the schedule contractor that represents the best value and results in the lowest overall cost alternative (considering price, special qualifications, administrative costs, etc.) to meet the Government's needs.

- (4) The establishment of Federal Supply Schedule Blanket Purchase Agreements (BPAs) for recurring services is permitted when the procedures outlined herein are followed. All BPAs for services must define the services that may be ordered under the BPA, along with delivery or performance time frames, billing procedures, etc. The potential volume of orders under BPAs, regardless of the size of individual orders, may offer the ordering office the opportunity to secure volume discounts. When establishing BPAs ordering offices shall -

- (i) Inform contractors in the request for quotation (based on the agency's requirement) if a single BPA or multiple BPAs will be established, and indicate the basis that will be used for selecting the contractors to be awarded the BPAs.

- (A) **Single BPA.** Generally, a single BPA should be established when the ordering office can define the tasks to be ordered under the BPA and establish a firm-fixed price or ceiling price for individual tasks or services to be ordered. When this occurs, authorized users may place the order directly under the established BPA when the need for service arises. The schedule contractor that represents the best value and results in the lowest overall cost alternative to meet the agency's needs should be awarded the BPA.

- (B) **Multiple BPAs.** When the ordering office determines multiple BPAs are needed to meet its requirements, the ordering office should determine which contractors can meet any technical qualifications before establishing the BPAs. When multiple BPAs are established, the authorized users must follow the procedure in (3)(ii)(B) above, and then place the order with the schedule contractor that represents the best value and results in the lowest overall cost alternative to meet the agency's needs.

- (ii) Review BPAs periodically. Such reviews shall be conducted at least annually. The purpose of the review is to determine whether the BPA still represents the best value (considering price, special qualifications, etc.) and results in the lowest overall cost alternative to meet the agency's needs.

- (5) The ordering office should give preference to small business concerns when two or more contractors can provide the services at the same firm-fixed price or ceiling price.

- (6) When the ordering office's requirement involves both products as well as IT professional services, the ordering office should total the prices for the products and the firm-fixed price for the services and select the contractor that represents the greatest value in terms of meeting the agency's total needs.
  - (7) The ordering office, at a minimum, should document orders by identifying the contractor the services were purchased from, the services purchased, and the amount paid. If other than a firm-fixed price order is placed, such documentation should include the basis for the determination to use a labor-hour or time-and-materials order. For agency requirements in excess of the micro-purchase threshold, the order file should document the evaluation of schedule contractors' proposals that formed the basis for the selection of the contractor that received the order and the rationale for any trade-offs made in making the selection.
- b. Ordering Procedures for other services available on schedule at fixed prices for specifically defined services or tasks.

Orders placed pursuant to a Multiple Award Schedule (MAS), using the procedures in FAR 8.404, are considered to be issued pursuant to full and open competition. Therefore, when placing orders under Federal Supply Schedules, ordering offices need not seek further competition, synopsise the requirement, make a separate determination of fair and reasonable pricing, or consider small business set-asides in accordance with subpart 19.5. GSA has already determined the prices of items under schedule contracts to be fair and reasonable. By placing an order against a schedule using the procedures outlined below, the ordering office has concluded that the order represents the best value and results in the lowest overall cost alternative (considering price, special features, administrative costs, etc.) to meet the Government's needs.

- (1) **Orders placed at or below the micropurchase threshold.** Ordering offices can place orders at or below the micro-purchase threshold with any Federal Supply Schedule Contractor.
- (2) **Orders exceeding the micropurchase threshold but not exceeding the maximum order threshold.** Orders should be placed with the Schedule Contractor that can provide the supply or service that represents the best value. Before placing an order, ordering offices should consider reasonably available information about the service offered under MAS contracts by using the "GSA Advantage!" on-line shopping service, or by reviewing the catalogs/pricelists of at least three Schedule Contractors and schedule that meets the agency's needs. In selecting the service representing the best value, the ordering office may consider (i) special features of the service that are required in effective program performance and that are not provided by a comparable service; and (ii) past performance.
- (3) **Orders exceeding the maximum order threshold.** Each schedule contract has an established maximum order threshold. This threshold represents the point where it is advantageous for the ordering office to seek a price reduction. In addition to follow-

ing the procedures in paragraph b, above, and before placing an order that exceeds the maximum order threshold, ordering offices shall--

- (i) Review additional Schedule Contractors' catalogs/pricelists or use the "GSA Advantage." on-line shopping service;
- (ii) Based upon the initial evaluation, generally seek price reductions from the Schedule Contractor(s) appearing to provide the best value (considering price and other factors); and
- (iii) After price reductions have been sought, place the order with the Schedule Contractor that provides the best value and results in the lowest overall cost alternative. If further price reductions are not offered, an order may still be placed, if the ordering office determines that it is appropriate.

**Note:** For orders exceeding the maximum order threshold, the Contractor may:

- (A) Offer a new lower price for this requirement (the Price Reductions clause is not applicable to orders placed over the maximum order in FAR 52.216-19 Order Limitations);
- (B) Offer the lowest price available under the contract; or
- (C) Decline the order (orders must be returned in accordance with FAR 52.216-19).

- (4) **Blanket Purchase Agreements (BPAs).** The establishment of Federal Supply Schedule BPAs is permitted when following the ordering procedures in FAR 8.404. All schedule contracts contain BPA provisions. Ordering offices may use BPAs to establish accounts with Contractors to fill recurring requirements. BPAs should address the frequency of ordering and invoicing, delivery locations and times.
- (5) **Price Reductions.** In addition to the circumstances outlined in paragraph (3), above, there may be instances when ordering offices will find it advantageous to request a price reduction. For example, when the ordering office finds a schedule service elsewhere at a lower price or when a BPA is being established to fill recurring requirements, requesting a price reduction could be advantageous. The potential volume of orders under these agreements, regardless of the size of the individual order, may offer the ordering office the opportunity to secure greater discounts. Schedule Contractors are not required to pass on to all schedule users a price reduction extended only to an individual agency for a specific order.
- (6) **Small Business.** For orders exceeding the micropurchase threshold, ordering offices should give preference to the items of small business concerns when two or more items at the same delivered price will satisfy the requirement.
- (7) **Documentation.** Orders should be documented, at a minimum, by identifying the Contractor the item was purchased from, the item purchased, and the amount paid. If an agency requirement in excess of the micro-purchase threshold is defined so as

to require a particular brand name, product, or feature of a product peculiar to one manufacturer, thereby precluding consideration of a product manufactured by another company, the ordering office shall include an explanation in the file as to why the particular brand name, product, or feature is essential to satisfy the agency's needs.

### **3. Order**

- a. Agencies may use written orders, EDI orders, blanket purchase agreements, individual purchase orders, or task orders for ordering services under this contract. Blanket Purchase Agreements shall not extend beyond the end of the contract period; all services and delivery shall be made and the contract terms and conditions shall continue in effect until the completion of the order. Orders for tasks which extend beyond the fiscal year for which funds are available shall include FAR 52.232-19 Availability of Funds for the Next Fiscal Year. The purchase order shall specify the availability of funds and the period for which funds are available.
- b. All task orders are subject to the terms and conditions of the contract. In the event of conflict between a task order and the contract, the contract will take precedence.

### **4. Performance of Services**

- a. The Contractor shall commence performance of services on the date agreed to by the Contractor and the ordering office.
- b. The Contractor agrees to render services only during normal working hours, unless otherwise agreed to by the Contractor and the ordering office.
- c. The Contractor guarantees the satisfactory completion of the IT Services performed under the task order and that all contract personnel utilized in the performance of IT services under the task order shall have the education, experience, and expertise as stated in the task order.
- d. Any Contractor travel required in the performance of IT Services must comply with the Federal Travel Regulation or Joint Travel Regulations, as applicable, in effect on the date(s) the travel performed. Established Federal Government per diem rates will apply to all Contractor travel. Contractors cannot use city pair contracts.

### **5. Inspection of Services**

The Inspection of Services-Fixed Price (AUG 1996) clause at FAR 52.246-4 applies to firm-fixed price orders placed under this contract. The Inspection-Time-and-Materials and Labor-Hour (JAN 1986) clause at FAR 52.246-6 applies to time-and-materials and labor-hour orders placed under this contract.

### **6. Responsibilities of the Contractor**

The Contractor shall comply with all laws, ordinances, and regulations (Federal, State, City, or otherwise) covering work of this character.

## **7. Responsibilities of the Government**

Subject to security regulations, the ordering office shall permit Contractor access to all facilities necessary to perform the requisite IT Services.

## **8. Independent Contractor**

All IT Services performed by the Contractor under the terms of this contract shall be as an independent Contractor, and not as an agent or employee of the Government.

## **9. Organizational Conflicts of Interest**

### **a. Definitions.**

“Contractor” means the person, firm, unincorporated association, joint venture, partnership, or corporation that is a party to this contract.

“Contractor and its affiliates,” and “Contractor or its affiliates” refers to the Contractor, its chief executives, directors, officers, subsidiaries, affiliates, subcontractors at any tier, and consultants and any joint venture involving the Contractor, any entity into or with which the Contractor subsequently merges or affiliates, or any other successor or assignee of the Contractor.

An “Organizational conflict of interest” exists when the nature of the work to be performed under a proposed Government contract, without some restriction on activities by the Contractor and its affiliates, may either (i) result in an unfair competitive advantage to the Contractor or its affiliates or (ii) impair the Contractor’s or its affiliates’ objectivity in performing contract work.

- b. To avoid an organizational or financial conflict of interest and to avoid prejudicing the best interests of the Government, ordering offices may place restrictions on the Contractors, its affiliates, chief executives, directors, subsidiaries and subcontractors at any tier when placing orders against schedule contracts. Such restrictions shall be consistent with FAR 9.505 and shall be designed to avoid, neutralize, or mitigate organizational conflicts of interest that might otherwise exist in situations related to individual orders placed against the schedule contract. Examples of situations, which may require restrictions, are provided at FAR 9.508.

## **10. Invoices**

The Contractor, upon completion of the work ordered, shall submit invoices for IT services. Progress payments may be authorized by the ordering office on individual orders if appropriate. Progress payments shall be based upon completion of defined milestones or interim products. Invoices shall be submitted monthly for recurring services performed during the preceding month.

## **11. Payments**

For firm-fixed price orders the Government shall pay the Contractor, upon submission of proper invoices or vouchers, the prices stipulated in this contract for service rendered and accepted. Progress payments shall be made only when authorized by the order. For time-and-materials orders, the Payments under Time-and-Materials and Labor-Hour Contracts (Alternate I (APR

1984)) at FAR 52.232-7 applies to time-and-materials orders placed under this contract. For labor-hour orders, the Payment under Time-and-Materials and Labor-Hour Contracts (FEB 1997) (Alternate II (JAN 1986)) at FAR 52.232-7 applies to labor-hour orders placed under this contract.

**12. Resumes**

Resumes shall be provided to the GSA Contracting Officer or the user agency upon request.

**13. Incidental Support Costs**

Incidental support costs are available outside the scope of this contract. The costs will be negotiated separately with the ordering agency in accordance with the guidelines set forth in the FAR.

**14. Approval of Subcontracts**

The ordering activity may require that the Contractor receive, from the ordering activity's Contracting Officer, written consent before placing any subcontract for furnishing any of the work called for in a task order.

**15. Description of IT Services and Pricing**

A description of the services available under this IT Services Schedule follows these Terms and Conditions. These services are presented in the same manner that MYRIAD SOLUTIONS sells to the commercial and other government clients.

For each skill available, there is a commercial job title; the minimum/general experience; functional/responsibility; and minimum education.

## DESCRIPTION OF IT SERVICE OFFERINGS

MYRIAD SOLUTIONS is pleased to offer quality IT Services.

This section presents descriptions of service offerings by labor categories for SIN 132-51 IT Services. When determining the qualifications of an individual to fill one of the positions offered, substitutions for the education and experience requirements may be made as shown in Figure 1, Allowable Substitutions of Education and Experience.

### Figure 1. Allowable Substitutions of Education and Experience

*The minimum education and experience will be met when the educational equivalencies in the tables below are considered.*

*Additional educational achievements in excess of requirements can be substituted for experience requirements:*

Required Education	Actual Education Obtained	Additional Years of Experience Credited the MYRIAD Employee
MA/MS	Ph.D.	4
BA/BS	Ph.D.	6
BA/BS	MA/MS	2
HS/GED	BA/BS	4

*Additional experience in excess of requirements can be substituted for educational requirements:*

Actual Education	Required Education	Additional Years of Experience Needed for Educational Requirements Equivalency
None	HS/GED	2
HS/GED	Tech-Inst./Military Train.	2
HS/GED	BA/BS	4
HS/GED	MA/MS	6
HS/GED	Ph.D.	No equivalency
BA/BS	MA/MS	2
BA/BS	Ph.D.	6
MA/MS	Ph.D.	4

## INFORMATION TECHNOLOGY SERVICES PRICE LISTS

The IT services price lists for FY 2002 are presented on the following pages. Following the price lists, there are detailed descriptions of the services offered. The minimum experience, education, and functional responsibility for each service CLIN is provided to ensure that the MYRIAD SOLUTIONS employee's skills match the requirements of the delivery order.

FY 2003 IT Services Schedule Price List			
Line Item	Description	Client Site	Off-Site
<b>Information Engineering Support</b>			
1	Junior Consultant	\$135.00	\$127.50
2	Consultant	\$211.25	\$191.25
3	Senior Consultant	\$232.50	\$212.50

FY 2004 IT Services Schedule Price List			
Line Item	Description	Client Site	Off-Site
<b>Information Engineering Support</b>			
1	Junior Consultant	\$141.75	\$133.88
2	Consultant	\$221.81	\$200.81
3	Senior Consultant	\$244.13	\$223.13

FY 2005 IT Services Schedule Price List			
Line Item	Description	Client Site	Off-Site
<b>Information Engineering Support</b>			
1	Junior Consultant	\$148.84	\$140.57
2	Consultant	\$232.90	\$210.85
3	Senior Consultant	\$256.33	\$234.28

FY 2006 IT Services Schedule Price List			
Line Item	Description	Client Site	Off-Site
<b>Information Engineering Support</b>			
1	Junior Consultant	\$156.28	\$147.60
2	Consultant	\$244.55	\$221.40
3	Senior Consultant	\$269.15	\$246.00

FY 2007 IT Services Schedule Price List			
Line Item	Description	Client Site	Off-Site
<b>Information Engineering Support</b>			
1	Junior Consultant	\$164.09	\$154.98
2	Consultant	\$256.78	\$232.47
3	Senior Consultant	\$282.61	\$258.30

## LABOR CATEGORY DESCRIPTIONS

### Information Engineering Support

<b>Commercial Job Title:</b>	Junior Consultant
<b>Minimum/General Experience:</b>	One year of industry and technical experience in applications software development, one of which is in systems analysis and implementation. Competent to work at a high technical level for most phases of applications systems analysis and programming activities.
<b>Functional Responsibility:</b>	Works under general direction. Formulates/defines system scope and objectives. Devises or modifies procedures to solve moderately complex problems considering computer equipment capacity and limitations. Codes, tests, debugs, and documents computer programs. May be involved in related areas such as management and evaluation of commercial off-the-shelf (COTS) products.
<b>Minimum Education:</b>	Bachelor's degree in Computer Science or a related field.
<b>CLIN # 1</b>	

<b>Commercial Job Title:</b>	Consultant
<b>Minimum/General Experience:</b>	Three years of technical experience in applications software development, one of which is in systems analysis. Competent to work at a high technical level for all phases of applications systems analysis and programming activities.
<b>Functional Responsibility:</b>	Works under general direction. Formulates/defines system scope and objectives. Devises or modifies procedures to solve complex problems considering computer equipment capacity and limitations. Prepares detailed specifications from which programs will be written. Designs, codes, tests, debugs, and documents programs. May be involved in related areas such as database design/management, evaluation of commercial off-the-shelf (COTS) products, and analysis of network hardware/software issues. May provide guidance to other consultants
<b>Minimum Education:</b>	Bachelor's degree in Computer Science or a related field.
<b>CLIN # 2</b>	

<b>Commercial Job Title:</b>	Senior Consultant
<b>Minimum/General Experience:</b>	Five years of technical experience in applications software development, three of which are in systems analysis and one year which is acting as technical lead to a team of programmers/analysts. Has a good understanding of the business or function for which the application is designed. Capable of managing the project.
<b>Functional Responsibility:</b>	Plans, directs and monitors the work of team members. Sets priorities to meet the needs of users. Formulates/defines system scope and objectives. Devises or modifies procedures to solve complex problems considering computer equipment capacity and limitations. Prepares detailed specifications from which programs will be written. Designs, codes, tests, debugs, and documents those programs. May be involved in related areas such as database design/management, evaluation of commercial off-the-shelf (COTS) products, and analysis of network hardware/software issues. May direct the work of other consultants.
<b>Minimum Education:</b>	Bachelor's degree in Computer Science or a related field.
<b>CLIN # 3</b>	

## **USA COMMITMENT TO PROMOTE SMALL BUSINESS PARTICIPATION PROCUREMENT PROGRAMS PREAMBLE**

Myriad Solutions, Inc. provides commercial products and services to the Federal Government. We are committed to promoting participation of small, small disadvantaged and women-owned small businesses in our contracts. We pledge to provide opportunities, mentor-protégé programs, joint ventures, teaming arrangements, and subcontracting.

### **COMMITMENT**

To actively seek and partner with small businesses.

To identify, qualify, mentor and develop small, small disadvantaged and women-owned small businesses by purchasing from these businesses whenever practical.

To develop and promote company policy initiatives that demonstrate our support for awarding contracts and subcontracts to small business concerns.

To undertake significant efforts to determine the potential of small, small disadvantaged and women-owned small business to supply products and services to our company.

To insure procurement opportunities are designed to permit the maximum possible participation of small, small disadvantaged, and women-owned small businesses.

To attend business opportunity workshops, minority business enterprise seminars, trade fairs, procurement conferences, etc., to identify and increase small businesses with whom to partner.

To publicize in our marketing publications our interest in meeting small businesses that may be interested in subcontracting opportunities.

-We signify our commitment to work in partnership with small, small disadvantaged and women-owned small businesses to promote and increase their participation in Federal Government contracts. To accelerate potential opportunities please contact Javed Matin, (301) 476-9190; [javed@myriadsolutionsinc.com](mailto:javed@myriadsolutionsinc.com); Fax (301) 476-9195

**BEST VALUE  
BLANKET PURCHASE AGREEMENT  
FEDERAL SUPPLY SCHEDULE**

In the spirit of the Federal Acquisition Streamlining Act \_\_\_\_\_ and Myriad Solutions, Inc. enter into a cooperative agreement to further reduce the administrative costs of acquiring commercial items from the General Services Administration (GSA) Federal Supply Schedule Contract (s) \_\_\_\_\_.

Federal Supply Schedule contract BPAs eliminate contracting and open market costs such as: search for sources; the development of technical documents, solicitations and the evaluation of offers. Teaming Arrangements are permitted with Federal Supply Schedule Contractors in accordance with Federal Acquisition Regulation (FAR) 9.6.

This BPA will further decrease costs, reduce paperwork, and save time by eliminating the need for repetitive, individual purchases from the schedule contract. The end result is to create a purchasing mechanism for the Government that works better and costs less.

Signatures

\_\_\_\_\_  
AGENCY

\_\_\_\_\_  
DATE

\_\_\_\_\_  
CONTRACTOR

\_\_\_\_\_  
DATE

BPA NUMBER \_\_\_\_\_

## BLANKET PURCHASE AGREEMENT

Pursuant to GSA Federal Supply Schedule Contract Number (s) \_\_\_\_\_ Blanket Purchase Agreements, the Contractor agrees to the following terms of the Blanket Purchase Agreement (BPA) EXCLUSIVELY WITH \_\_\_\_\_.

1. The following contract items can be ordered under this BPA. All orders placed against this BPA are subject to the terms and conditions of the contract, except as noted below:

MODEL NUMBER/PART NUMBER

\_\_\_\_\_  
\_\_\_\_\_

SPECIAL BPA DISCOUNT/PRICE

\_\_\_\_\_  
\_\_\_\_\_

2. Delivery:

DESTINATION

\_\_\_\_\_  
\_\_\_\_\_

DELIVERY SCHEDULE/DATES

\_\_\_\_\_  
\_\_\_\_\_

3. The Government estimates, but does not guarantee, that the volume of purchases through this agreement will be \_\_\_\_\_.

4. This BPA does not obligate any funds.

5. This BPA expires on \_\_\_\_\_ or at the end of the contract period, whichever is earlier.

6. The following office (s) is hereby authorized to place orders under this BPA:

OFFICE

\_\_\_\_\_  
\_\_\_\_\_

POINT OF CONTACT

\_\_\_\_\_  
\_\_\_\_\_

7. Orders will be placed against this BPA via Fax or paper.
8. Unless otherwise agreed to, all deliveries under this BPA must be accompanied by delivery tickets or sales slips that must contain the following information as a minimum:
  - (a) Name of Contractor:
  - (b) Contract Number:
  - (c) BPA Number:
  - (d) Model Number or National Stock Number (NSN):
  - (e) Purchase Order Number:
  - (f) Date of Purchase:
  - (g) Quantity, Unit Price, and Extension of Each Item (unit prices and extensions need not be shown when incompatible with the use of automated systems, provided that the invoice is itemized to show the information; and
  - (h) Date of Shipment.
9. The requirements of a proper invoice are specified in the Federal Supply Schedule contract. Invoices will be submitted to the address specified within the purchase order transmission issued against this BPA.
10. The terms and conditions included in this BPA apply to all purchases made pursuant to it. The event of an inconsistency between the provisions of this BPA will take precedence.

## **BASIC GUIDELINES FOR USING “CONTRACTOR TEAM ARRANGEMENTS”**

Federal Supply Schedule Contractors may use “Contractor Team Arrangements” (see FAR 9.6) to provide solutions when responding to a customer agency requirement.

These Team Arrangements can be included under a Blanket Purchase Agreement (BPA). BPAs are permitted under all Federal Supply Schedule contracts.

Orders under a Team Arrangement are subject to terms and conditions or the Federal Supply Schedule Contract.

Participation in a Team Arrangement is limited to Federal Supply Schedule Contractors. Customers should refer to FAR 9.6 for specific details on Team Arrangements.

Here is a general outline on how it works:

- The customer identifies their requirements.
- Federal Supply Schedule Contractors may individually meet the customers needs OR
- Federal Supply Schedule Contractors may individually submit a Schedule “Team Solution” to meet the customer’s requirement.
- Customers make a best value selection.

**CERTIFIED MAIL—RETURN RECEIPT REQUESTED**

March 31, 2003

Mr. Javed Matin  
CEO  
Myriad Solutions, Incorporated  
16843 Harbour Town Drive  
Silver Spring, MD 20905

Dear Mr. Matin:

Congratulations on receiving your Federal Supply Schedule contract. A copy of your commercial catalog and/or price list, as accepted by the Government, along with a copy of your contract, number GS-35F-0468N, effective March 31, 2003 through March 30, 2008, for INFORMATION TECHNOLOGY PROFESSIONAL SERVICES awarded under solicitation FCIS-JB-980001-B, is enclosed:

The following clauses in your contract require your immediate attention:

- • 1-FSS-600 - Contract Price Lists. This clause provides instructions for preparing your paper and electronic Federal Supply Schedule catalog price lists, as well as instructions for printing, and distributing paper price lists.
- • 552.238-71 - Submission and Distribution of Authorized FSS Schedule Price Lists. In accordance with this clause you are required to submit your electronic catalog data for inclusion in GSA *Advantage!*. For instructions on submitting your data, log on to our Vendor Support Center (VSC) web site at <http://vsc.fss.gsa.gov> to download the latest version of the Schedule Input Program (SIP). If you prefer to use Electronic Data Interchange (EDI), the latest sample for the 832, Transaction Set, can be found at the same web site. You must submit your electronic catalog file to GSA within 6 months from the date of this contract award. Once submitted, your electronic catalog will appear on our on-line shopping service (<http://www.gsaadvantage.gov/>). Reference clause I -FSS 599 - Electronic Commerce for additional information.

Note: Failure to submit your electronic catalog data within 6 months from date of contract award may result in cancellation of your contract.

- • 552.238-74 - Contractor's Report of Sales. This clause provides instructions for reporting sales electronically to the FSS 72A web site. You must contact the VSC

immediately to register your contract information. This may be done by telephone by calling 703-305-6235, or electronically on the 72A website (<http://72a.fss.gsa.gov>).

- • 552.238-76 - Industrial Funding Fee. This clause provides instructions for remitting a fee based on your sales reports, as required by your contract. We have enclosed a 1-page flyer of guidelines to assist you in submitting your payments.

We look forward to forming a marketing partnership with you. To assist us in this endeavor, please provide your company's corporate marketing point of contact to the Federal Supply Service (FSS) contracting officer and to the FSS Office of Business Management and Marketing, Marketing Services Division (FMR), CM4, Room 607, 1941 Jefferson Davis Highway, Arlington, Virginia 22202, within 15 days from the date of this letter.

As our business partner, you may use the "GSA Federal Supply Service Identifier" to identify your Schedule contract to the Federal community. The design is flexible allowing you space to insert your contract number. The use of the identifier is restricted to identifying your GSA/FSS Schedule contract to Government contract users. It is not to be used in any advertising as an expressed or implied endorsement by the Government of any supply and/or service, either under contract or for any other purpose. There are six optional GSA/FSS Identifiers to choose from which you may access on the worldwide web at <http://www.fss.gsa.gov/partnership/>.

We invite you to visit the FSS Schedules web site at <http://www.fss.gsa.gov/schedules/>. Your firm will be listed as an FSS contractor under the "Schedules E-Library." You may search this site by contractor name, contract number, service or product name or number, or schedule name or number.

If you should have any questions, please do not hesitate to contact Amanda S. Henderson on 703-308-1394. Again, we look forward to working with you.

Sincerely,



AMANDA S. HENDERSON  
Contracting Officer

3 Enclosures

- (1) Commercial Catalog and/or Price List
- (2) Contract
- (3) IFF Guideline Flyer

Standard Form 1449 – Myriad Solutions, Incorporated  
GS-35F-0468N

The following are incorporated herein by reference and made part of the contract:

- (1) Standard Form 1449, Signed: June 24, 2002  
Javed Matin, CEO

Contractor's letter(s) dated: March 26, 2003

- (2) Contractor's GSA Information Technology Schedule Pricelist
- (3) Contractor's Commercial Pricelist(s): January 1, 2002
- (4) The period of performance for the contract is: March 31, 2003 through  
March 30, 2008

This award covers Special Item Number: 132-51 (IT Professional Services)

- (5) Maximum Orders: \$500,000

# MYRIAD'S GSA SCHEDULE IT PRODUCT PRICE LIST

## SIN 132-32 TERM SOFTWARE LICENSE SIN 132-34 MAINTENANCE OF SOFTWARE

	SIN 132-32	SIN 132-34
	Purchase of Rights License	Monthly Base Maintenance
<b>Software</b>		
<i>Allfusion Modeler</i>		
Base License Fee (for a licensing entity)	\$3,116.80	\$799.00
<i>Allfusion Validator</i>		
Base License Fee (for a licensing entity)	\$1,548.00	\$379.00
<i>Allfusion Business Modeler</i>		
Base License Fee (for a licensing entity)	\$2,091.20	\$512.00
<i>Allfusion Component Modeler (P-)</i>		
Base License Fee (for a licensing entity)	\$1,548.00	\$379.00
<i>Allfusion Manager Model</i>	\$9,432.00	
<i>Logic Way CAW</i>	\$540.00	
<i>Saphire for SAP R3</i>	\$21,600.00	
<i>Saphire for Peoplesoft</i>	\$21,600.00	
<i>Saphire for JD Edwards</i>	\$21,600.00	
<i>Stirling Products</i>	20,000.00	

### Notes:

- The technical environment to be supported for the software products will be identified in Myriad Solutions' technical proposal to the client agency. Standard maintenance support will be limited to the technical environment then supported by Myriad Solutions. If however, the Government requests Myriad Solutions to support the software in a non-standard technical environment, then this service will be available under technical support services, SIN 132-51
- Purchase of the software base license fee entitles the customer to the following:
  - Initial Implementation Tasks:

These tasks are required to begin implementation of the system. Resources to complete Initial Implementation Tasks must be used within the first six (6) months after issuance of the order unless extended by mutual agreement between MYRIAD SOLUTIONS and the Customer.

Myriad Solutions Inc. - Product Price List		
CONFIDENTIAL		
This document is intended to be used only by the recipient authorized by Myriad Solutions, Inc. Sharing of this information is not permitted without a written consent from Myriad Solutions, Inc.		
Description	Price	List Price
AllFusion ERwin Data Modeler 4.1.4 - 1 Year Enterprise Maintenance Renewal (OLP) (SKU# ERWIN999000414CG)	\$ 789.00	799.00
AllFusion ERwin Data Modeler 4.1.4 - 1 Year Enterprise Maintenance Renewal (GLP) (SKU# ERWIN999000414GG)	\$ 710.00	719.00
AllFusion ERwin Data Modeler 4.1.4 - 1 Year Enterprise Maintenance Renewal (MLP) (SKU# ERWIN999000414MG)	\$ 789.00	799.00
AllFusion ERwin Data Modeler 4.1.4 - 2 Year Enterprise Maintenance Renewal (GLP) (SKU# ERWIN999000414GH)	\$ 1,399.00	1438.20
AllFusion ERwin Data Modeler 4.1.4 - 2 Years Enterprise Maintenance Renewal (MLP) (SKU# ERWIN999000414MH)	\$ 1,558.00	1598.00
AllFusion ERwin Data Modeler 4.1.4 - 2 Years Enterprise Maintenance Renewal (OLP) (SKU# ERWIN999000414CH)	\$ 1,558.00	1598.00
AllFusion ERwin Data Modeler 4.1.4 - 3 Year Enterprise Maintenance Renewal (GLP) (SKU# ERWIN999000414GJ)	\$ 2,099.00	2157.30
AllFusion ERwin Data Modeler 4.1.4 - 3 Years Enterprise Maintenance Renewal (MLP) (SKU# ERWIN999000414MJ)	\$ 2,307.00	2397.00
AllFusion ERwin Data Modeler 4.1.4 - 3 Years Enterprise Maintenance Renewal (OLP) (SKU# ERWIN999000414CJ)	\$ 2,307.00	2397
AllFusion ERwin Data Modeler 4.1.4 - Product only (GLP) (SKU# ERWIN999000414TG)	\$ 2,490.00	2596.75
AllFusion ERwin Data Modeler 4.1.4 - Product only (MLP) (SKU# ERWIN999000414CM)	\$ 2,900.00	3995.00
AllFusion ERwin Data Modeler 4.1.4 - Product Only (OLP) (SKU# ERWIN999000414TC)	\$ 3,150.00	3995.00
AllFusion ERwin Data Modeler 4.1.4 - Product plus 3 Years Enterprise Maintenance (OLP) (SKU# ERWIN999000414C6)	\$ 4,999.00	6392.00
AllFusion ERwin Data Modeler 4.1.4 - Product plus 3 Years Enterprise Maintenance (MLP) (SKU# ERWIN999000414M6)	\$ 4,499.00	5752.80
AllFusion ERwin Data Modeler 4.1.4 - Product plus 3 Years Enterprise Maintenance (GLP) (SKU# ERWIN999000414G6)	\$ 3,990.00	4154.80
AllFusion ERwin Data Modeler 4.1.4 - Product plus 2 Years Enterprise Maintenance (MLP) (SKU# ERWIN999000414M5)	\$ 3,990.00	5033.70
AllFusion ERwin Data Modeler 4.1.4 - Product plus 2 Years Enterprise Maintenance (GLP) (SKU# ERWIN999000414G5)	\$ 3,490.00	3635.45
AllFusion ERwin Data Modeler 4.1.4 - Product Plus 1 Year Enterprise Maintenance (OLP) (SKU# ERWIN999000414C4)	\$ 3,600.00	4794.00
AllFusion ERwin Data Modeler 4.1.4 - Product plus 1 Year Enterprise Maintenance (MLP) (SKU# ERWIN999000414M4)	\$ 3,400.00	4314.60
AllFusion ERwin Data Modeler 4.1.4 - Product plus 1 Year Enterprise Maintenance (GLP) (SKU# ERWIN999000414G4)	\$ 2,990.00	3116.10
AllFusion ERwin Data Modeler 4.1.4 - Product Plus 2 Year Enterprise Maintenance (OLP) (SKU# ERWIN999000414C5)	\$ 4,300.00	5593.00
AllFusion ERwin Data Modeler 4.1.4 Upgrade - Product plus 3 Year Enterprise Maintenance (OLP) (SKU# ERWIN99UPGR414C6)	\$ 3,600.00	4795.00
AllFusion ERwin Data Modeler 4.1.4 Upgrade - Product plus 3 Year Enterprise Maintenance (MLP) (SKU# ERWIN99UPGR414M6)	\$ 3,459.00	4314.60
AllFusion ERwin Data Modeler 4.1.4 Upgrade - Product plus 3 Year Enterprise Maintenance (GLP) (SKU# ERWIN99UPGR414G6)	\$ 2,950.00	3116.10
AllFusion ERwin Data Modeler 4.1.4 Upgrade - Product plus 2 Year Enterprise Maintenance (OLP) (SKU# ERWIN99UPGR414C5)	\$ 3,150.00	3995.00
AllFusion ERwin Data Modeler 4.1.4 Upgrade - Product plus 2 Year Enterprise Maintenance (MLP) (SKU# ERWIN99UPGR414M5)	\$ 2,890.00	3595.50
AllFusion ERwin Data Modeler 4.1.4 Upgrade - Product plus 2 Year Enterprise Maintenance (GLP) (SKU# ERWIN99UPGR414G5)	\$ 2,399.00	2596.75
AllFusion ERwin Data Modeler 4.1.4 Upgrade - Product plus 1 Year Enterprise Maintenance (OLP) (SKU# ERWIN99UPGR414C4)	\$ 2,490.00	3196.00
AllFusion ERwin Data Modeler 4.1.4 Upgrade - Product plus 1 Year Enterprise Maintenance (MLP) (SKU# ERWIN99UPGR414M4)	\$ 2,390.00	2876.40
AllFusion ERwin Data Modeler 4.1.4 Upgrade - Product plus 1 Year Enterprise Maintenance (GLP) (SKU# ERWIN99UPGR414G4)	\$ 1,950.00	2077.40
AllFusion ERwin Data Modeler 4.1.4 Upgrade - Product only (OLP) (SKU# ERWIN99UPGR414TC)	\$ 1,900.00	2397.00
AllFusion ERwin Data Modeler 4.1.4 Upgrade - Product only (GLP) (SKU# ERWIN99UPGR414TG)	\$ 1,499.00	1558.05
AllFusion ERwin Data Modeler 4.1.4 Upgrade - Product only (MLP) (SKU# ERWIN99UPGR414CM)	\$ 1,750.00	2397.00